

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

ARTHREX, INC.,

Plaintiff,

§ Case No. 2:15-CV-01047-RSP

v.

SMITH & NEPHEW, INC.,
ARTHROCARE, CORP.,

Defendants.

ARTHREX, INC.,

Plaintiff,

§ Case No. 2:15-CV-01756-RSP

v.

SMITH & NEPHEW, INC.,
ARTHROCARE, CORP.,

Defendants.

VERDICT FORM

In answering these questions, you are to follow all of the instructions I have given you. In this verdict form, "Smith & Nephew" refers to both Smith & Nephew, Inc. and ArthroCare Corp; "ArthroCare" means ArthroCare Corp; and "Arthrex" means Arthrex, Inc.

ARTHREX'S ALLEGATIONS OF PATENT INFRINGEMENT
AGAINST SMITH & NEPHEW:

I. INFRINGEMENT

- Did Arthrex prove by a preponderance of the evidence that Smith & Nephew infringed the claims of the '541 patent or the '907 patent?

	Yes	No
Claim 10 of the '541 patent	✓	
Claim 11 of the '541 patent	✓	
Claim 4 of the '907 patent	✓	
Claim 8 of the '907 patent	✓	
Claim 16 of the '907 patent	✓	
Claim 27 of the '907 patent	✓	

Note: Answer Questions 2 and 3 only as to those claims you answered "Yes" to in Question 1.

II. VALIDITY

- Did Smith & Nephew prove by clear and convincing evidence that any of the following claims are invalid as anticipated by the prior art?

	Yes	No
Claim 11 of the '541 patent		✓
Claim 4 of the '907 patent		✓
Claim 8 of the '907 patent		✓
Claim 16 of the '907 patent		✓
Claim 27 of the '907 patent		✓

3. Did Smith & Nephew prove by clear and convincing evidence that any of the following claims are invalid as obvious in view of the prior art?

	Yes	No
Claim 10 of the '541 patent		✓
Claim 11 of the '541 patent		✓

Note: Answer Questions 4 and 5 only if you found at least one claim listed in Question 1 infringed and not invalid.

III. DAMAGES

4. What sum of money, if paid now in cash, do you find that Arthrex has proved by a preponderance of the evidence is adequate to compensate Arthrex for Smith & Nephew's infringement of the '541 patent?

Answer in Dollars and Cents:

\$ 12,250,000

5. What sum of money, if paid now in cash, do you find that Arthrex has proved by a preponderance of the evidence is adequate to compensate Arthrex for Smith & Nephew's infringement of the '907 patent?

Answer in Dollars and Cents:

\$ 5,150,000

IV. WILLFUL INFRINGEMENT

6. Did Arthrex prove by a preponderance of the evidence that Smith & Nephew willfully infringed the claims of the '541 patent?

Answer "Yes" or "No."

yes

7. Did Arthrex prove by a preponderance of the evidence that Smith & Nephew willfully infringed the claims of the '907 patent?

Answer "Yes" or "No."

yes

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ARTHROCARE'S ALLEGATION OF PATENT INFRINGEMENT:

I. INFRINGEMENT

8. Did ArthroCare prove by a preponderance of the evidence that Arthrex directly infringed claim 1 of the '690 patent?

Answer "Yes" or "No."

NO

Note: Answer Questions 9 and 10 only if you found claim 1 of the '690 patent infringed.

II. DAMAGES

9. What sum of money, if paid now in cash, do you find that ArthroCare has proved by a preponderance of the evidence is adequate to compensate ArthroCare for Arthrex's patent infringement?

Answer in Dollars and Cents:

\$ 0

III. WILLFUL INFRINGEMENT

10. Did ArthroCare prove by a preponderance of the evidence that Arthrex willfully infringed claim 1 of the '690 patent?

Answer "Yes" or "No."

NO